

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

RHONDA HAWKS,)	
)	Civil Action No. 2:21-cv-00612
Plaintiff,)	
)	Magistrate Judge Lisa Pupo Lenihan
v.)	
)	ECF No. 71
THE PNC FINANCIAL SERVICES)	
GROUP INC., and)	
THE PNC FINANCIAL SERVICES)	
GROUP, INC. AND AFFILIATES)	
LONGTERM DISABILITY PLAN,)	
)	
Defendants.)	

MEMORANDUM OPINION AND AMENDED ORDER

On August 29, 2022, this Court entered its Order granting Plaintiff's Motion for Summary Judgment in this form: Defendant's termination of Plaintiff's long-term disability ("LTD") benefits was vacated and Defendant was directed to retroactively reinstate Plaintiff's long-term benefits and calculate those benefits in accordance with the terms of her disability insurance policy. ECF No. 52. Twice thereafter the parties communicated to the Court their mutual agreement on calculations of past-due benefits. At no time did either party communicate that Defendant, despite the Court's Order, had not reinstated Plaintiff's benefits. Following the Court's August 16, 2023 Memorandum Opinion and Order, ECF No. 70, Plaintiff filed a Motion to Alter Judgment owing to the

Court's express assumption that benefits had been reinstated. Defendant appeared to concur as to its continued non-payment of LTD benefits and the adjustment of calculations for extension of past-due benefits from September 28, 2022 to August 23, 2023 (a date beyond the entry of judgment), but with a lack of clarity as to dates and amounts, and calculation errors by the parties. *See* ECF Nos. 71, 73 and 75.

On review of the pleadings, it is:

HEREBY ORDERED that Plaintiff's Motion to Alter Judgment, ECF No. 71, is hereby **GRANTED** as follows:

The Court's prior judgment of August 16, 2023 at ECF No. 70 is modified *nunc pro tunc*, by replacing the first paragraph on page 7 with the following:

The parties are in agreement that past-due benefits accrued at the rate of \$2,647.16 per month from January 7, 2020 to the date hereof, a period of 43.32258 months, yielding a principal arrearage of \$114,681.80. The Court notes that the average arrearage of the past-due payments as of the date hereof is approximately one-half of the 43.32258-month period, or 21.66129 months. Accordingly, the Court will award 21.66129 months of simple interest at the rate of 6% per year, or .5% per month, on the principal sum of \$114,681.80, yielding prejudgment interest of $\$114,681.80 \times 21.66129 \times .005 = \$12,420.78$ and a total past-due benefits and prejudgment interest award of $\$114,681.80 + \$12,420.78 = \$127,102.58$.

And by replacing the last paragraph, on page 22, with the following:

IT IS HEREBY ORDERED that Plaintiff is awarded the sum of \$171,268.53, comprising past benefits through the date hereof in the amount of \$114,681.80; prejudgment interest in the amount of \$12,420.78; attorney's fees in the amount of \$43,337.50; and costs in the amount of \$828.45. **IT IS FURTHER ORDERED** that Defendants shall pay to Plaintiff LTD benefits in the amount of \$2,647.16 monthly from and after the date hereof, in accordance with this Court's Order of August 29, 2022.

All other aspects of the Court's judgment remain.

Dated: September 11, 2023

By the Court:

A handwritten signature in black ink, appearing to read 'Lisa P. Lenihan', written over a horizontal line.

Lisa Pupo Lenihan
United States Magistrate Judge